

**ATTACHMENT C**

**ASSIGNMENT AND BILLS OF SALE AGREEMENTS**

(attached)

Recording Requested By and  
When Recorded Mail To:

**Costa Mesa Housing Authority**  
**77 Fair Drive**  
**Costa Mesa, CA 92628-1200**  
**Attn: Secretary**

This document is exempt from the  
payment of a recording fee pursuant to  
Gov't Code Sections 6103 and 27383.

**ASSIGNMENT AND BILL OF SALE AGREEMENT**  
(745 W. 18<sup>th</sup> Street)

This **ASSIGNMENT AND BILL OF SALE AGREEMENT** (745 W. 18th Street) (together, "**Assignment**") is made and dated as of September 15, 2015 by the **CITY OF COSTA MESA**, a California municipal corporation ("City" or "Assignor"), and in favor of the **COSTA MESA HOUSING AUTHORITY**, a public body, corporate and politic ("CMHA" or "Assignee").

**RECITALS**

**A.** Assignor is the fee owner of certain real property located in the City of Costa Mesa, County of Orange, State of California located at 745 W. 18<sup>th</sup> Street that is improved with three apartments units in a tri-plex (together with all improvements thereon, the "**Real Property**").

**B.** The Real Property is legally described in Exhibit A attached hereto and fully incorporated by this reference.

**C.** City acquired the Real Property and all interests and improvements therein and thereon through foreclosure proceedings at a Trustee's sale held on August 28, 2015 and by Trustee Deed recorded on September 1, 2015 in the Official Records, County of Orange, State of California ("Official Records") as Instrument No. 2015-000452652.

**D.** Concurrently herewith, City, as grantor, is conveying to CMHA, as grantee, all of the City's interests in the Real Property by quitclaim deed to be recorded in the Official Records ("Quitclaim Deed").

**E.** By this Assignment and immediately after the recordation of the Quitclaim Deed in the next order of recording, the City, as Assignor, desires to assign to the CMHA, as Assignee, that certain Regulatory Agreement of record against the Real Property as Instrument No. 95-0307401.

**F.** And, by this Assignment and immediately after the recordation of the Quitclaim Deed City, as Assignor, desires to sell and convey to the CMHA, as Assignee by bill of sale all of its interests in the Personal Property (as the term is defined in Section 1. below) on, at or about the Real Property.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and CMHA agree as follows:

## 1. ASSIGNMENTS

a. **ASSIGNMENT OF REGULATORY AGREEMENT.** Subject to the prior recordation of the Quitclaim Deed, Assignor hereby grants, assigns to Assignee all of Assignor's right, title, and interest in the Regulatory Agreement of record against the Real Property.

b. **ASSIGNMENT OF PERSONAL PROPERTY.** Subject to the prior recordation of the Quitclaim Deed, Assignor hereby grants, assigns, transfers, conveys, and delivers to Assignee all of Assignor's right, title, and interest, if any, in and to the following described property (collectively, the "**Personal Property**"):

i. **Warranties.** All unexpired warranties, guarantees, indemnities, rights, and claims against third parties relating to the Real Property, including, but not limited to, warranties, guarantees, indemnities, rights, and claims against prior owners of the Real Property;

ii. **Governmental Approvals.** All existing and pending permits, approvals, licenses, entitlements, applications for permits, approvals, licenses, entitlements, and other governmental approvals relating to the construction of improvements on the Real Property;

iii. **Plans and Specifications.** All plans, specifications, drawings, and other matters prepared for the construction of improvements on the Real Property, and all studies, data, and drawings related thereto, if any, held by City; and

iv. **Other Rights and Property.** All other rights, benefits, privileges, and property associated with, or related to, the ownership, operation, maintenance, repair, replacement, renovation, management, development, or construction of the Real Property or the improvements thereon.

## 2. GENERAL.

(a) **Attorneys' Fees.** If either Assignor or Assignee brings any action or suit against the other for any matter relating to or arising out of this Assignment, or the Personal Property, or if either party appears in any bankruptcy proceeding relating to the other party arising from a dispute under this Assignment, then the prevailing party in such action, suit, or proceeding, whether by final judgment or out of court settlement, shall be entitled to recover from the other party all costs and expenses of suit, including actual attorneys' fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including actual attorneys' fees incurred in enforcing, perfecting, and executing such judgment. For the purposes of this Section, such costs and expenses shall include, but not be limited to, in-house and outside attorneys' fees, costs and expenses incurred in such action, suit, or proceeding, including, but not limited to the following: (i) post-judgment motions; (ii) contempt proceedings; (iii) garnishment, levy, and debtor and third party examinations; (iv) discovery; (v) bankruptcy proceeding and litigation (including post-petition proceedings); and (vi) appeals.

(b) **Successors and Assigns.** This Assignment shall be binding on the parties hereto and shall inure to the benefit of their respective heirs, successors, and assigns.

(c) **Governing Law.** This Assignment shall be governed by and construed in accordance with the local law of the State of California. The Assignment was made in and is to be

performed entirely within the State of California, and its interpretation, its construction and the remedies for its enforcement or breach are to be applied pursuant to, and in accordance with, the laws of the State of California for contracts made and to be performed therein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment as of the date first written above.

**ASSIGNOR:**

**CITY OF COSTA MESA**, a California municipal corporation

By: \_\_\_\_\_  
Thomas R. Hatch, Chief Executive Officer

**ATTEST:**

\_\_\_\_\_  
Brenda Green, City Clerk

**APPROVED AS TO FORM  
JONES & MAYER**

\_\_\_\_\_  
Thomas P. Duarte, City Attorney

**ASSIGNEE:**

**COSTA MESA HOUSING AUTHORITY**, a public body, corporate and politic

By: \_\_\_\_\_  
Thomas R. Hatch, Executive Director  
and Chief Executive Officer

**ATTEST:**

\_\_\_\_\_  
Brenda Green, Secretary

**APPROVED AS TO FORM  
STRADLING YOCCA CARLSON & RAUTH**

\_\_\_\_\_  
Celeste Stahl Brady, Special Counsel

**EXHIBIT A**

**LEGAL DESCRIPTION  
(745 W. 18<sup>th</sup> St., Costa Mesa, CA)**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:**

Lot 1 of Tract No. 3102, in the City of Costa Mesa, County of Orange, State of California, as shown on a map thereof recorded in Book 120, Pages 3 and 4 of Miscellaneous Maps, in the office of the County Recorder of said County.

**PARCEL 2:**

An easement for ingress and egress and public utilities along the South 10 feet of Lots 1 to 10 inclusive, and the North 10 feet of Lots 11 to 20 inclusive of said Tract No. 3102.

Excepting therefrom that portion included within Parcel 1 above described

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the assignments, sale and conveyance of that certain Regulatory Agreement and Personal Property in the Real Property (745 W 18<sup>th</sup> St.) conveyed under the foregoing Assignment and Bill of Sale Agreement by the City of Costa Mesa is hereby accepted by the Assistant Chief Executive Officer and Assistant Executive Director of the Costa Mesa Housing Authority on behalf of the Costa Mesa Housing Authority pursuant to authority conferred by action of said Housing Authority taken on September 15, 2015, and the Grantee consents to recordation thereof by its duly authorized officer.

**COSTA MESA HOUSING AUTHORITY**  
a public body corporate and politic

By: \_\_\_\_\_  
Thomas R. Hatch, Chief Executive Officer

**ATTEST:**

\_\_\_\_\_  
Brenda Green, Secretary  
Costa Mesa Housing Authority

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

Recording Requested By and  
When Recorded Mail To:

**Costa Mesa Housing Authority**  
**77 Fair Drive**  
**Costa Mesa, CA 92628-1200**  
**Attn: Secretary**

This document is exempt from the  
payment of a recording fee pursuant to  
Gov't Code Sections 6103 and 27383.

**ASSIGNMENT AND BILL OF SALE AGREEMENT**  
(734, 740 744 James Street)

This **ASSIGNMENT AND BILL OF SALE AGREEMENT** (734, 740 744 James Street) (together, "**Assignment**") is made and dated as of September 15, 2015 by the **CITY OF COSTA MESA**, a California municipal corporation ("City" or "Assignor"), and in favor of the **COSTA MESA HOUSING AUTHORITY**, a public body, corporate and politic ("CMHA" or "Assignee").

**RECITALS**

**G.** Assignor is the fee owner of certain real property located in the City of Costa Mesa, County of Orange, State of California located at 734, 740 744 James Street that is improved with eleven apartments units in one tri-plex and two four-plexes (together with all improvements thereon, the "**Real Property**").

**H.** The Real Property is legally described in Exhibit A attached hereto and fully incorporated by this reference.

**I.** City acquired the Real Property and all interests and improvements therein and thereon through foreclosure proceedings at a Trustee's sale held on August 28, 2015 and by Trustee Deed recorded on September 1, 2015 in the Official Records, County of Orange, State of California ("Official Records") as Instrument No. 2015-000452650.

**J.** Concurrently herewith, City, as grantor, is conveying to CMHA, as grantee, all of the City's interests in the Real Property by quitclaim deed to be recorded in the Official Records ("Quitclaim Deed").

**K.** By this Assignment and immediately after the recordation of the Quitclaim Deed in the next order of recording, the City, as Assignor, desires to assign to the CMHA, as Assignee, that certain Regulatory Agreement of record against the Real Property as Instrument No. 94-0098588.

**L.** And, by this Assignment and immediately after the recordation of the Quitclaim Deed City, as Assignor, desires to sell and convey to the CMHA, as Assignee by bill of sale all of its interests in the Personal Property (as the term is defined in Section 1. below) on, at or about the Real Property.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and CMHA agree as follows:

## **2. ASSIGNMENTS**

a. **ASSIGNMENT OF REGULATORY AGREEMENT.** Subject to the prior recordation of the Quitclaim Deed, Assignor hereby grants, assigns to Assignee all of Assignor's right, title, and interest in the Regulatory Agreement of record against the Real Property.

b. **ASSIGNMENT OF PERSONAL PROPERTY.** Subject to the prior recordation of the Quitclaim Deed, Assignor hereby grants, assigns, transfers, conveys, and delivers to Assignee all of Assignor's right, title, and interest, if any, in and to the following described property (collectively, the "**Personal Property**"):

v. **Warranties.** All unexpired warranties, guarantees, indemnities, rights, and claims against third parties relating to the Real Property, including, but not limited to, warranties, guarantees, indemnities, rights, and claims against prior owners of the Real Property;

vi. **Governmental Approvals.** All existing and pending permits, approvals, licenses, entitlements, applications for permits, approvals, licenses, entitlements, and other governmental approvals relating to the construction of improvements on the Real Property;

vii. **Plans and Specifications.** All plans, specifications, drawings, and other matters prepared for the construction of improvements on the Real Property, and all studies, data, and drawings related thereto, if any, held by City; and

viii. **Other Rights and Property.** All other rights, benefits, privileges, and property associated with, or related to, the ownership, operation, maintenance, repair, replacement, renovation, management, development, or construction of the Real Property or the improvements thereon.

## **2. GENERAL.**

(a) **Attorneys' Fees.** If either Assignor or Assignee brings any action or suit against the other for any matter relating to or arising out of this Assignment, or the Personal Property, or if either party appears in any bankruptcy proceeding relating to the other party arising from a dispute under this Assignment, then the prevailing party in such action, suit, or proceeding, whether by final judgment or out of court settlement, shall be entitled to recover from the other party all costs and expenses of suit, including actual attorneys' fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including actual attorneys' fees incurred in enforcing, perfecting, and executing such judgment. For the purposes of this Section, such costs and expenses shall include, but not be limited to, in-house and outside attorneys' fees, costs and expenses incurred in such action, suit, or proceeding, including, but not limited to the following: (i) post-judgment motions; (ii) contempt proceedings; (iii) garnishment, levy, and debtor and third party examinations; (iv) discovery; (v) bankruptcy proceeding and litigation (including post-petition proceedings); and (vi) appeals.

(b) **Successors and Assigns.** This Assignment shall be binding on the parties hereto and shall inure to the benefit of their respective heirs, successors, and assigns.

(c) **Governing Law.** This Assignment shall be governed by and construed in accordance with the local law of the State of California. The Assignment was made in and is to be performed entirely within the State of California, and its interpretation, its construction and the remedies for its enforcement or breach are to be applied pursuant to, and in accordance with, the laws of the State of California for contracts made and to be performed therein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment as of the date first written above.

**ASSIGNOR:**

**CITY OF COSTA MESA**, a California municipal corporation

By: \_\_\_\_\_  
Thomas R. Hatch, Chief Executive Officer

**ATTEST:**

\_\_\_\_\_  
Brenda Green, City Clerk

**APPROVED AS TO FORM  
JONES & MAYER**

\_\_\_\_\_  
Thomas P. Duarte, City Attorney

**ASSIGNEE:**

**COSTA MESA HOUSING AUTHORITY**, a public body, corporate and politic

By: \_\_\_\_\_  
Thomas R. Hatch, Executive Director and Chief Executive Officer

**ATTEST:**

\_\_\_\_\_  
Brenda Green, Secretary

**APPROVED AS TO FORM  
STRADLING YOCCA CARLSON & RAUTH**

\_\_\_\_\_  
Celeste Stahl Brady, Special Counsel

**EXHIBIT A**

**LEGAL DESCRIPTION  
(734, 740 744 James Street, Costa Mesa, CA)**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:**

Lots 18, 19 and 20 of Tract No. 3102, in the City of Costa Mesa, County of Orange, State of California, as shown on a map thereof recorded in Book 120, Pages 3 and 4 of Miscellaneous Maps, in the office of the County Recorder of said County.

**PARCEL 2:**

An easement for ingress and egress and public utilities along the South 10 feet of Lots 1 to 10 inclusive, and the North 10 feet of Lots 11 to 20 inclusive of said Tract No. 3102.

Excepting therefrom that portion included within Parcel 1 above described.

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the assignments, sale and conveyance of that certain Regulatory Agreement and Personal Property in the Real Property conveyed under the foregoing Assignment and Bill of Sale Agreement by the City of Costa Mesa is hereby accepted by the Assistant Chief Executive Officer and Assistant Executive Director of the Costa Mesa Housing Authority on behalf of the Costa Mesa Housing Authority pursuant to authority conferred by action of said Housing Authority taken on September 15, 2015, and the Grantee consents to recordation thereof by its duly authorized officer.

**COSTA MESA HOUSING AUTHORITY**  
a public body corporate and politic

By: \_\_\_\_\_  
Thomas R. Hatch  
Executive Director  
and Chief Executive Officer

**ATTEST:**

\_\_\_\_\_  
Brenda Green, Secretary  
Costa Mesa Housing Authority

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC